

EXHIBIT 2

Chess.com Global Championship Knockout Phase Participation Agreement

This Participant Agreement ("**Agreement**"), dated as of 08 / 11 / 2022 (the "**Effective Date**"), is between the signee, an individual ("**Participant**") participating in the Chess.com Global Championship Knockout Phase ("**Event**"), and Chess.com, a Delaware Limited Liability Company with offices located at 877 E 1200 S #970397 Orem, UT 84097 ("**Company**").

RECITALS

A. Participant and Company have agreed on terms and conditions by which Participant will compete in the Event and Company will organize, produce it and provide compensation to the Participant in the form of a portion of the total prize fund ("**Prize Money**").

B. In consideration of these mutual terms the parties agree to the following:

1. Engagement: Company engages Participant to compete in this Event and comply with all other Official Rules, Policies and Agreements related to it.

2. License Grants:

- 2.1.** Company hereby grants Participant, and Participant hereby accepts, a revocable, non-exclusive, non-transferable, non-sublicensable right and license to use the Company marks solely as necessary for promotion of the Event.
- 2.2.** Participant hereby grants Company, and Company hereby accepts, a non-exclusive, non-transferable, non-sublicensable right and license to use the Participant marks, Participant Image and name to identify and promote his/her/its association with and his/her/its status as a Participant of the Event.
- 2.3.** Each party shall use the other party's marks solely in accordance with the other party's trademark usage guidelines and quality control standards as the same may be updated from time to time. Neither party shall use, register or attempt to register in any jurisdiction any mark that is confusingly similar to or incorporates any of the other party's marks. All uses of a party's marks, and all goodwill associated therewith, shall inure solely to the benefit of such party, and each party shall retain all right, title and interest in and to his/her/its marks.
- 2.4.** Participant grants to Company an exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license to use, copy, display, perform, distribute, and otherwise commercially exploit, in any manner and in any medium now known or later devised or created, the Participant's name, image, likeness, voice, personal history and other aspects of the persona and identity of the Participant, solely in connection with this Event.

3. Dates and Venue:

- 3.1.** The Event will be held online, played on Company's Live Server located at Chess.com/play/online, beginning September 14, 2022 and ending October 9, 2022.
- 3.2.** Company will work with Participant in good faith to avoid schedule conflicts with other events for all Participants involved, within reason.

- 3.3. Company will announce the names of the Participants participating in the Event, in accordance with the Event regulations. Brackets and/or pairings for the first round will be published on Chess.com by September 10, 2022.

4. Right of Participation:

- 4.1. Participants who have been invited by Company ("**Invited Participant**") or who have qualified based on performance in an applicable qualifying event ("**Qualified Participant**") are entitled to play in the Event. This right may be revoked in the event the Participant does not meet deadlines specified in this Agreement or violates the terms of either this Agreement or the Chess.com Global Championship Official Rules.

5. Confirmation Deadlines:

- 5.1. Participant must confirm their participation by signing a copy of this Agreement, with a deadline of June 30, 2022 for Invited Participants and August 12, 2022 for Qualified Participants. Failure to accept this invite and sign a copy of this Agreement by the applicable deadline will result in the Participant relinquishing his/her/their spot.
- 5.2. Participant must communicate with Company between twenty-four (24) and seventy-two (72) hours prior to the Event for a check-in to ensure Event details are understood, that the Participant is familiar with how to play games on Company live server, that all equipment works properly, etc., or their right of participation may be forfeited.

6. Participant Obligations:

- 6.1. Participant commits to playing in all applicable matches of the Event, except in the case of illness evidenced by a medical certificate from a qualified physician.
- 6.2. Participant must update their First Name and Last Name on their Chess.com profile to match their real name as indicated on their signed copy of this Agreement.
- 6.3. During the Event, Participant may be required to provide post-match interviews and make the following online appearances, as requested by Company:
- 6.3.1. Pre-match camera view of Participants preparing for their match
- 6.3.2. Mid-match camera view (no sound or commentary required, but an open video call (Zoom or another 3rd party web conferencing service chosen by Company), so that commentary team can observe Participants.
- 6.3.3. Post-match interview of 5-10 minutes in length, regardless of match result.
- 6.4. Participant is allowed to co-stream the Event, defined as rebroadcasting the Event broadcast while adding live commentary and/or video, with permission from Company.
- 6.5. Participant is not permitted to display marks of competitors in the background or foreground of their live cameras used for the Event. For the absence of doubt, a competitor shall be defined as any website, organization, company or subsidiary who operates a live internet chess server or who distributes or sells goods or services which include chess lessons, tools, learning material or recorded video for digital consumption, unless express written consent has been obtained from the Company.
- 6.6. In addition to Section 6, Participant acknowledges reading and agreeing to the terms and conditions of the Event Official Rules, to include all of the policies and agreements referenced in the Event Official Rules.

7. Prizes & Fines

- 7.1. Participant is eligible to win prizes in connection with their performance in the Event. Participant must provide Company with their exact bank account details to receive prizes. Such details include the name of the bank, the name of the account holder, the IBAN account number, the SWIFT code and the location of the bank. A form requesting this information will be sent to the Participant if they are eligible to receive prizes as detailed in the Event Official Rules.
- 7.2. Participant may incur a fine, as determined in Company's sole discretion, if the Participant violates obligations outlined in Section 6, including but not limited to failing to conduct a requested appearance or failing to play all matches.
- 7.3. Any fines incurred by a Participant in relation to Participant obligations will be issued as a reduction in prize money earned by such Participant in connection with the Event. Fines will be determined at Company's sole discretion, up to a 100% reduction.
- 7.4. Company will not issue fines related to the above should Participant provide proof of illness, evidenced by a signed medical certificate from a licensed physician.

8. Representations and Warranties

- 8.1. As applicable, each party represents and warrants to the other party that: (i) the party is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (ii) the party has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted in this Agreement and to perform its obligations under it; (iii) the execution of this Agreement by the party or its representative, whose signature is set forth at the end hereof, has been duly authorized by all necessary action of the party; and (iv) when executed and delivered by both parties, this agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms and will not conflict with any other agreements to which they are a party.
- 8.2. Participant further represents and warrants that the Participant marks and likeness, and Company's use thereof in accordance with this Agreement will not infringe, misappropriate or otherwise violate any rights of any third party.
- 8.3. Company further represents and warrants that the Company marks and Participant's use thereof without alteration and otherwise strictly in accordance with this Agreement will not infringe, misappropriate or otherwise violate any rights of any third party.

9. Non-Disparagement:

Participant shall not disparage, criticize or defame the Company, its Affiliates and their respective affiliates, directors, officers, agents, partners, equity interest holders or employees, either publicly or privately at any time beginning from the Effective Date of this Agreement and ending on December 31, 2022. Company shall not disparage, criticize or defame Participant, either publicly or privately at any time beginning from the Effective Date of this Agreement and ending on December 31, 2022, and it shall instruct its officers and members of its board of managers to comply with this provision.

10. Governing Law:

- 10.1. In the event of any controversy or claim arising out of or relating to this agreement, or a breach thereof, the parties hereto shall first attempt to settle the dispute by mediation, administered by the American Arbitration Association under its Mediation Rules. If settlement is not reached within sixty days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three. The place of arbitration shall be decided upon by the American Arbitration Association. Utah state law shall apply. The proceedings shall take place in English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 10.2. Both parties waive their right to bring any legal action relating to this agreement, or either party's performance under it, against one another in a court of law.

11. General:

- 11.1. **Relationship of Parties.** Neither party will represent that it has any authority to represent the other party as agent, employee, or in any other capacity. Any employee, servant, subcontractor or agent of a party shall remain at all times under the exclusive direction and control of that party and shall not be deemed to be an employee, servant, subcontractor or agent of the other party.
- 11.2. Upon a party's reasonable request, the other party shall, at such other party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.
- 11.3. The parties agree to maintain the terms of this Agreement in confidence. Neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or use the other party's marks except as expressly permitted under this Agreement or with the prior written consent of the other party, which shall not be unreasonably withheld or delayed.
- 11.4. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- 11.5. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- 11.6. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- 11.7. Neither party may assign this Agreement, and/or any of its rights and obligations hereunder, without the prior written consent of the other party, provided that Company may assign this Agreement without consent to an affiliate or to a successor to all or substantially all of Company's assets or business to which this Agreement relates. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.
- 11.8. No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of this Agreement and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be

construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

- 11.9.** If any provision of this Agreement is determined by AAA to be invalid, illegal or unenforceable in any relevant Jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 11.10.** This Agreement is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any legal action brought against the other party.
- 11.11.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

By signing this Agreement, the Participant confirms having read and understood the entire Agreement, to include the Event Official Rules and all of the policies and agreements referenced in the Event Official Rules.

[signature page follows]

AGREED AND ACCEPTED ON 08 / 11 / 2022.

If the Participant identified below is under the age of 18:

The undersigned, being the parent or legal guardian of the person identified below, a minor child, ("**Minor**") does hereby consent and grant to Minor the permission to participate in this Event and, further, consents and grants to Company the permission and rights granted in this Agreement and, further, I hereby warrant, represent and give my personal guarantee that neither I nor the Minor will disaffirm or disavow this consent and permission on the ground that Minor was a minor on the date of execution thereof or any similar grounds whatsoever, nor endeavor to recover from Company or any of its individual shareholders, directors, officers, employees or other associated persons, or through any guardian, any sums or other remedies for participating in the Event.

Date: 08 / 11 / 2022

Participant's Legal Name: Hans Niemann

Parent or Legal Guardian's Name: _____

(If Participant is under the age of 18)

Participant's Chess.com Username: HansonTwitch

Signature: *Hans Niemann*

(To be signed by parent or legal guardian if Participant is under the age of 18)

Signature Certificate

Reference number: S67NR-MXB8T-GMXMJ-JSQCM

| Signer | Timestamp | Signature |
|---|--------------------------|---|
| Hans Niemann Email: hansniemannbusiness@gmail.com Sent: 11 Aug 2022 19:12:11 UTC Viewed: 11 Aug 2022 19:12:15 UTC Signed: 11 Aug 2022 19:12:55 UTC | |  |
| Recipient Verification: ✓ Email verified | 11 Aug 2022 19:12:15 UTC | IP address: 12.96.32.50 Location: Miami, United States |

Document completed by all parties on:
11 Aug 2022 19:12:55 UTC

Page 1 of 1



Signed with PandaDoc

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